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GEORGINA R. DUGGS, Individually and
as Trustee of the EDWARD & GEORGINA
DUGGS LIVING TRUST; ZANE DUGGS
and GEMMA DUGGS, minors, by
GEORGINA R. DUGGS, their natural guardian

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO

GEORGINA R. DUGGS, Individually and
as Trustee of the EDWARD & GEORGINA
DUGGS LIVING TRUST; ZANE DUGGS and
GEMMA DUGGS, minors, by GEORGINA R.
DUGGS, their natural guardian,

Plaintiffs,

v.

JAMES EARL EBY,

Defendant.

) **Case No.: 3:14-cv-03734-RS**

) **STIPULATION AND ~~PROPOSED~~ ORDER**
) **TO ENLARGE ADR DEADLINE**

RECITALS TO STIPULATION

On August 18, 2014, Plaintiffs filed the above-reference suit against Defendant Mr. Eby alleging that, *inter alia*, Eby fraudulently obtained \$1.25 Million in life insurance death benefit proceeds from a MetLife life insurance policy No. 210227420USU, issued by MetLife Investors USA Insurance to

1 insured, Mr. Edward L. Duggs, the late husband of Plaintiff Georgina R. Duggs via an improper and
2 illegal life settlement.

3 On September 10, 2014, Defendant filed their Motion to Dismiss Plaintiffs' Complaint for
4 Failure to State a Cause of Action (per FRCP 12(b)(6)). *See* Dkt. #18.

5 On September 17, 2014, the Court referred the case to the Court's ADR department "for the
6 purposes of engaging in mediation to take place, ideally, within the next 90 days [*i.e.*, before December
7 12, 2014]." *See* Dkt. #21.

8 On November 10, 2014, the Court issued a notice that Defendant's Motion to Dismiss shall be
9 submitted without oral argument, vacating the hearing set for November 13, 2014.

10 On November 24, 2014, the ADR Clerk issued a Notice Appointing Martin Quinn as Mediator.
11 *See* Dkt. #33.

12 On November 10, 2014, for reasons of the uncertainty of the matter due to Defendant's pending
13 Motion to Dismiss, the parties agreed to seek an extension of the ADR cut-off date. As well, because of
14 the potential of a conflict of interest in using Mr. Quinn as a mediator, the parties agreed to request a
15 new mediator other than Mr. Quinn.

16 On November 10, 2014, the parties through Plaintiffs' counsel contacted Mr. Daniel Bowling,
17 the ADR Case Administrator for this matter, to request a new mediator.

18 On January 12, 2015, the ADR Office assigned John A. Koepfel as the new mediator (*see* Dkt.
19 #39), with a mediation date of February 23, 2015.

20 On February 11, 2015, Mr. Koepfel's office notified the parties that he could no longer attend
21 the mediation on that date, and that March 16, 2015 would be the earliest he could reschedule the
22 mediation.

23 On February 12, 2015, Plaintiffs' counsel, with the consent of Defendant's counsel, contacted
24 Mr. Bowling once again to request a new mediator that could meet the Court's March 1, 2015 ADR cut-
25 off date.

26 On February 17, 2015, the ADR Office vacated Mr. Koepfel and instead assigned Andre Hassid
27 as the new mediator. *See* Dkt. #42. Mr. Hassid was able to keep the originally-scheduled February 23,
28 2015 mediation date for the parties.

On February 23, 2015, all parties attended the mediation at 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, with Mr. Hassid. During that time, it was determined by all involved that the mediation should be extended due to confidential issues that arose during the mediation which required further research on the part of the parties. The parties and Mr. Hassid then agreed to March 19, 2015 to resume the mediation, which is the same date as the upcoming Case Management Conference with this Court.

On February 25, 2015, the Court issued a new Mediation Hearing date for March 19, 2015 at 11:00 a.m. at 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102.

STIPULATION

Subject to the above recitals, all parties hereby stipulate to the following:

All Plaintiffs and Defendant, through their respective attorneys, hereby stipulate and agree to enlarge the ADR deadline from March 1, 2015 to April 1, 2015 to allow the parties to resume and complete their mediation on March 19, 2015 with the intended goal of reaching a full and final settlement of the matter.

IT IS SO STIPULATED:

Dated: February 26, 2015

KORNBLUM, COCHRAN, ERICKSON
& HARBISON, LLP

/s/ Nicholas Peterson
NICHOLAS PETERSON, ESQ.
Counsel for Plaintiffs

Dated: February 26, 2015

BEITCHMAN & ZEKIAN, LLP

/s/ David P. Beitchman
DAVID P. BEITCHMAN, ESQ.
Counsel for Defendant

~~[PROPOSED]~~ ORDER

In light of the foregoing Stipulation and for good cause being shown therefore,
IT IS HEREBY ORDERED that:

The ADR deadline for this matter shall be enlarged to April 1, 2015.

IT IS SO ORDERED:

Date: 2/27/2015

A handwritten signature in blue ink, appearing to read "Richard Seeborg", written over a horizontal line.

The Hon. Richard Seeborg
District Court Judge